

IN THE DISTRICT COURT OF LANCASTER COUNTY, NEBRASKA

MELANIE F. DENNEY,

Plaintiff,

vs.

THE GUARDIAN LIFE INSURANCE
COMPANY OF AMERICA,

Defendant.

Case No. CI 16-949

COMPLAINT

COMES NOW the Plaintiff, and for her Complaint and claims against the Defendant,
states and alleges as follows:

1. At all times relevant herein, Plaintiff was and now is a resident of Grand Island, Hall County, Nebraska.

2. At all times herein mentioned, Defendant, The Guardian Life Insurance Company of America, was and now is a Corporation organized and existing under the laws of the state of New York, and authorized to do general insurance business, and engaged in such business in the county of Lancaster, state of Nebraska.

3. Doyle E. Denney, deceased, was the husband of Plaintiff until his death on August 24, 2015.

4. For the period commencing approximately August 1, 2003 through June 30, 2010, Doyle E. Denney was a full-time employee as a Principal with the Northwest High School District No. 82 in Nebraska.

LANCASTER COUNTY
2016 APR 16 PM 4 08
CLERK OF THE
DISTRICT COURT



001610125D02

[Handwritten signature]

EXHIBIT 1

5. Prior to and on August 24, 2015, Defendant insurer had in effect with Northwest High School District No. 82 a policy of group life insurance, Plan No. G-218302, insuring the life of Doyle E. Denney, Decedent, for \$150,000.00.

6. Throughout the entire time period referenced herein, commencing approximately August of 2003 through August 24, 2015, all required premiums were paid by the School District and received and retained by the Defendant insurer for and on behalf of Doyle E. Denney, insured. This includes all premiums which were paid by the District on behalf of Mr. Denney and received by Defendant as payment on behalf of Mr. Denney's participation in this group policy from July 1, 2010 through Mr. Denney's date of death on August 24, 2015, a period in excess of five years.

7. The life insurance policy at issue contains the following incontestability clause:

Incontestability: This policy shall be incontestable after two years from its date of issue except for nonpayment of premiums. With respect to a participating employer, the policy shall be incontestable based on statements made in the application after two years from the employer rider effective date.

With respect to the insurance on an employee and/or his eligible dependents, their insurance shall be incontestable after two years from his effective date, except for violation by the employee of the conditions, if any, of this policy relative to military or naval service.

8. The policy at issue further provides that no clerical error or mistake or misstatement by the policy holder, a participating employer, or by the insurance company in keeping any records shall invalidate insurance otherwise validly in force.

9. Plaintiff is now and was on the date of death of her husband, Doyle E. Denney, the designated beneficiary of the policy referenced herein.

10. On or about August or September, 2015, a group life claim form was submitted to Defendant on behalf of Plaintiff in which Defendant was informed of the death of the insured, Doyle E. Denney, and making claim for the insurance benefits due to Plaintiff pursuant to said policy of insurance.

11. Plaintiff has performed all of the conditions of the group policy on the Plaintiff's part to be performed. Nevertheless, Defendant has failed and refused and continues to refuse to pay Plaintiff the amounts owing on the policy, and Defendant continues to refuse to pay the policy proceeds or any part thereof.

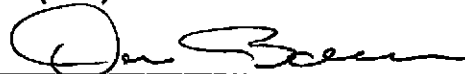
12. The Defendant lacks a reasonable basis for denying the benefits due and owing to Plaintiff under the insurance policy, and the Defendant had knowledge of or recklessly disregarded the lack of a reasonable basis for denying the claim. The Defendant's bad faith in refusing to settle the claim proximately caused Plaintiff to suffer additional damages, including attorneys fees, and additional costs.

WHEREFORE, Plaintiff prays for judgment against Defendant for the full amount of the policy in excess of \$150,000.00, with a final amount to be determined at trial, and for additional damages, including mental and emotional anguish, attorneys fees and costs of this action, and for such further relief as the Court deems just and equitable.

MELANIE F. DENNEY, Plaintiff

By: BOWMAN & KRIEGER
Attorneys at Law
1045 Lincoln Mall, #100
Lincoln, NE 68508
(402)476-8005

By



Donald H. Bowman #10391

PRAECIPE

TO THE CLERK OF THE COURT:

Please issue Summons in the above-captioned matter, and return the same to the undersigned for service along with a copy of the foregoing Complaint by Certified Mail, Return Receipt Requested, upon Defendant, The Guardian Life Insurance Company of America, by and through its registered agent:

CSC-LAWYERS INCORPORATING SERVICE CO.
Registered Agent for
The Guardian Life Insurance Company of America
233 S. 13th St.
Suite 1900
Lincoln, NE 68508

all returnable according to law.



Donald H. Bowman

#10391

Image ID:
D00478983D02

SUMMONS

Doc. No. 478983

IN THE DISTRICT COURT OF LANCASTER COUNTY, NEBRASKA
575 S. 10th Street - 3rd Floor
SEPARATE JUVENILE COURT-4th Floor
Lincoln NE 68508

Melanie F Denney v. Guardian Life Insurance Company

Case ID: CI 16 949

TO: Guardian Life Insurance Company

FILED BY

Clerk of the Lancaster District Court
03/17/2016

You have been sued by the following plaintiff(s):

Melanie F Denney

Plaintiff's Attorney: Donald H Bowman
Address: 1045 Lincoln Mall, Ste. 100
Lincoln, NE 68508

Telephone: (402) 476-8005

A copy of the complaint/petition is attached. To defend this lawsuit, an appropriate response must be served on the parties and filed with the office of the clerk of the court within 30 days of service of the complaint/petition. If you fail to respond, the court may enter judgment for the relief demanded in the complaint/petition.

Date: MARCH 17, 2016

BY THE COURT:

Trey Z. Link
Clerk



PLAINTIFF'S DIRECTIONS FOR SERVICE OF SUMMONS AND A COPY OF THE COMPLAINT/PETITION ON:

Guardian Life Insurance Company
c/o CSC-Lawyers Incorp Service Co
233 S 13th Street, Suite 1900
Lincoln, NE 68508

Method of service: Certified Mail

You are directed to make such service within ten days after the date of issue, and file with the court clerk proof of service within ten days after the signed receipt is received or is available electronically, whichever occurs first.




SERVICE RETURN

Doc. No. 478983

LANCASTER DISTRICT COURT
575 S. 10th Street - 3rd Floor
SEPARATE JUVENILE COURT-4th Floor
Lincoln NE 68508

To:

Case ID: CI 16 949 Denney v. Guardian Life Insurance Compan

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY																
<p>■ Complete items 1, 2, and 3.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p> <p>1. Article Addressed to: CSC-LAWYERS Incorporating Service Co., Reg. Agent Guardian Life Ins. Co. of America</p> <p>233 S. 13th St., Suite 1900 Lincoln, NE 68508</p> <p> 9590 9402 1264 5246 6653 66</p> <p>2. Article Number (Transfer from service label) 7015 1660 0000 5225 6411</p>	<p>A. Signature  <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>X <input checked="" type="checkbox"/> <input type="checkbox"/></p> <p>B. Received by (Printed Name) _____</p> <p>C. Date of Delivery 3-21-16</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If YES, enter delivery address below: _____</p> <p></p> <p>3. Service Type</p> <table border="0"> <tr> <td><input type="checkbox"/> Adult Signature</td> <td><input type="checkbox"/> Priority Mail Express®</td> </tr> <tr> <td><input type="checkbox"/> Adult Signature Restricted Delivery</td> <td><input type="checkbox"/> Registered Mail™</td> </tr> <tr> <td><input checked="" type="checkbox"/> Certified Mail®</td> <td><input type="checkbox"/> Registered Mail Restricted Delivery</td> </tr> <tr> <td><input type="checkbox"/> Certified Mail Restricted Delivery</td> <td><input type="checkbox"/> Return Receipt for Merchandise</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery</td> <td><input type="checkbox"/> Signature Confirmation™</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery Restricted Delivery</td> <td><input type="checkbox"/> Signature Confirmation Restricted Delivery</td> </tr> <tr> <td><input type="checkbox"/> Insured Mail</td> <td></td> </tr> <tr> <td><input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)</td> <td></td> </tr> </table>	<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®	<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™	<input checked="" type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery	<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Return Receipt for Merchandise	<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation™	<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery	<input type="checkbox"/> Insured Mail		<input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)	
<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®																
<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™																
<input checked="" type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery																
<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Return Receipt for Merchandise																
<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation™																
<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery																
<input type="checkbox"/> Insured Mail																	
<input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)																	

PS Form 3811, July 2015 PSN 7530-02-000-9053

Denney Domestic Return Receipt
(Sheriff or authorized person)

LANCASTER COUNTY
2016 MAR 24 PM 3 57
CLERK OF THE DISTRICT COURT

CERTIFIED MAIL PROOF OF SERVICE

Copies of the Summons were mailed by certified mail,

TO THE PARTY: The Guardian Life Insurance Company of AmericaAt the following address: CSC-Lawyers Corporating Serivce Co., Registered Agent233 S. 13th St., Suite 1900Lincoln, NE 68508on the 18th day of March, 2016, as required by Nebraska state law.Donald H. Bowman #10391Postage \$ 6.95 Attorney for: PlaintiffThe return receipt for mailing to the party was signed on March 21, 2016.

To: Guardian Life Insurance Company
c/o CSC-Lawyers Incorp Service Co
233 S 13th Street, Suite 1900
Lincoln, NE 68508

From: Donald H Bowman
1045 Lincoln Mall, Ste. 100
Lincoln, NE 68508

ATTACH RETURN RECEIPT

001618807D02